

DETAILED ACTION

1. This communication is a first Office Action Non-Final rejection on the merits. Claims 1-32, as amended on March 22, 2005, are currently pending and have been considered below.

Drawings

2. The drawings are objected to as failing to comply with 37 CFR 1.84(p)(5) because they include the following reference character(s) not mentioned in the description: see page 2 of 4 of the drawings in figure 2 character 208. Corrected drawing sheets in compliance with 37 CFR 1.121(d), or amendment to the specification to add the reference character(s) in the description in compliance with 37 CFR 1.121(b) are required in reply to the Office action to avoid abandonment of the application. Any amended replacement drawing sheet should include all of the figures appearing on the immediate prior version of the sheet, even if only one figure is being amended. Each drawing sheet submitted after the filing date of an application must be labeled in the top margin as either "Replacement Sheet" or "New Sheet" pursuant to 37 CFR 1.121(d). If the changes are not accepted by the examiner, the applicant will be notified and informed of any required corrective action in the next Office action. The objection to the drawings will not be held in abeyance.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the first paragraph of 35 U.S.C. 112:

Art Unit: 4127

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

4. Claims 26, 28, and 29 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. In new claim 26, the mention of the pressure monitors being factory installed does not have support in the specification as originally filed. In new claim 28, the mention of the indication of tire pressure being displayed on a dashboard of an automobile does not have support in the specification as originally filed. In new claim 29, the mention of providing the forms to the car dealerships does not have support in the specification as originally filed. **Applicant(s) is reminded that no new matter is allowed in the drawings on the specification.**

Claim Rejections - 35 USC § 102

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

6. **Claims 1-4, 7-8, 12, and 20-21 are rejected under 35 U.S.C. 102(e) as being anticipated by Moore (6,370,454).**

As per claim 1, Moore discloses a method of warranting a product (Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can be shown that there is a method of warranting a product), the method comprising:

providing one or more product monitors capable of monitoring use of a product (Col. 7, lines 5-11; discloses that suspension section 'SS' may contain sensors relating to tire pressure...for example a load in a truck is seriously imbalanced, the sensors can warn the operator to adjust the load, from this it is shown that the sensors are installed in the vehicle to monitor the use of the product).

providing a product warranty agreement warranting that when the one or more product monitors are properly used, the one or more product monitors will prevent excessive wear to the product and when excessive wear occurs, a warrantor will reimburse repair and/or replacement costs of the product (Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread,

from this it can be shown that the operator will be checked to see if they complied and in return it will insure that the warranty company honors their part of the bargain).

As per claim 2, Moore further discloses wherein the product comprises vehicle tires (Col.7, lines 5-6; discloses suspension section 'SS' may contain sensors relating to tire pressure, from this it can be shown that the vehicle tires can be monitored and a warranty can be placed on them).

As per claim 3, Moore further discloses wherein the one or more product monitors comprises one or more tire pressure monitors (Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it can be shown that the vehicle tires can be monitored and a warranty can be placed on them).

As per claim 4, Moore further discloses wherein each active tire on a vehicle includes one of the one or more tire pressure monitors (Col.7, lines 5-6; discloses a suspension section 'SS' may contain sensors relating to tire pressure, from this it can be shown that the vehicle tires are being monitored and since it is referring to sensors it is shown to monitor the system as a whole all the tires on the vehicle would have to be monitored to get a full picture of the situation).

As per claim 7, Moore further discloses wherein the purchaser is a purchaser of the product (Col. 9, lines 58-63; discloses that dealers in such services may have access to the information stores...and proactively send information to users or drivers such as upcoming sales, discounts, or the like, from this it is shown that the user or driver is the purchaser of the vehicle, due to the dealer having information on them).

As per claim 8, Moore further discloses wherein the purchaser is a purchaser of the one or more product monitors backed by a product warranty agreement (Col. 9, lines 58-63; discloses that dealers in such services may have access to the information stores...and proactively send information to users or drivers such as upcoming sales, discounts, or the like, from this it is shown that the user or driver is the purchaser of the vehicle, due to the dealer having information on them and since the item was installed at the dealer it is also the purchaser of the product. Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it can be shown that the vehicle tires can be monitored. Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can be shown that the operator will be checked to see if they complied and in return, it will insure that the warranty company honors their part of the bargain).

As per claim 12, Moore discloses a product warranty program for preventing excessive tire wear due to improper inflation of active tires, the product warranty program comprising one or more tire pressure monitors backed by a warranty agreement protecting a purchaser of the one or more tire pressure monitors from tire repair and/or replacement costs related to improper performance of one or more tire pressure monitors (Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it can be shown that the vehicle tires can be

monitored and has more than one sensor. Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can be shown that the operator will be checked to see if they complied and in return it, will insure that the warranty company honors their part of the bargain).

As per claim 20, Moore discloses a product warranty program (Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can be shown that the operator will be checked to see if they complied and in return, it will insure that the warranty company honors their part of the bargain) comprising:

means for monitoring the pressure in a vehicle tire (Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it can be shown that the vehicle tires can be monitored by more than one sensor);

means for warranting that when the means for monitoring is used properly, a purchaser of the means for monitoring is protected from at least a portion of repair and/or replacement costs associated with excessive wear or damage to the vehicle tire due to improper inflation (Col. 10, lines 27-32; discloses that manufacturers concerned

with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can be shown that the operator will be checked to see if they complied and in return, it will insure that the warranty company honors their part of the bargain).

As per claim 21, Moore discloses wherein improper inflation comprises under inflation (Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it can be shown that the vehicle tires can be monitored by more than one sensor and that the sensors will know if and when the vehicle is not at the correct inflation which would cover under inflation).

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. **Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over Moore, in view of US Department of Transportation: "An Evaluation of Existing Tire Pressure Monitoring Systems" (July 2001) hereafter Department of Transportation.**

As per claim 9, Moore teaches the above-enclosed invention, Moore further discloses where the product monitors are backed by warranty agreement (Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can be shown that the operator will be checked to see if they complied and in return it will insure that the warranty company honors their part of the bargain).

However, Moore fails to disclose installing the one or more product monitors on products to be sold, and offering the one or more product monitors during the sale of the product.

Department of Transportation, which talks about evaluating existing systems for tire pressure monitoring, teaches that product monitors are installed on products that are sold (Page 25, paragraph 3; teaches that manufactures have original equipment costs that they incur when installing these systems in their vehicles. Figures 3.2, 3.3, 3.5, 3.6; show the different vehicles that have sensors installed by the dealers).

Department of Transportation, also shows that some of these systems are options offered by the dealer at the time of sale (Page 6, Table 3.1, teaches that systems F-J are not original equipment on those vehicles and were added while the others were original equipment, from this it can be shown that these are optional

packages and they would be offered by the dealer and would not be considered standard packages the purchasers would have to pay more to get these items installed).

From this teaching of Department of Transportation, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the monitoring of different systems in a vehicle for warranty purposes provided by Moore with dealers installing these optional packages upon request by the purchases taught by Department of Transportation, for the purposes of allowing the dealers the option of selling and distributing a monitoring system that could be used to enforce a warranty.

9. Claims 10-11 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore, in view of Department of Transportation, as applied in 9 above, and further in view of Stuart Kahan: "Turning nonprofit software into profits" (March 1998) hereafter Kahan.

As per claim 10, the combination of Moore and Department of Transportation teaches the above-enclosed invention, but fail to disclose distributing the one or more product monitors to one or more sellers of the product.

Kahan, which talks about the reselling of products as an authorized reseller, teaches that products are distributed to the sellers of the product (Page 3, paragraph 3; teaches that through an arrangement with the company the reseller, which is construed to be a dealer will get a higher percentage of the sale of the product, from this it is shown that the dealer is given the product to sell and they get a percentage of the sale so in the case of the product monitors the car dealers would be given these monitors and in return they would sell them to make a percentage of the over all profit).

From this teaching of Kahan, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the offering and installing of monitors in conjunction with a warranty taught by the combination of Moore and Department of Transportation, with the selling concept of having resellers of a product taught by Kahan, for the purposes of allowing the customer a local contact to discuss their product with as opposed to a manufacturer who could be hours or more away.

As per claim 11, the combination of Moore, Department of Transportation, and Kahan teaches the above-enclosed invention, Moore and Department of Transportation fail to disclose sharing the revenue from the sale of the one or more product monitors backed by the product warranty agreement.

Kahan teaches sharing the revenue from the sale of the one or more product monitors backed by the product warranty agreement (Page 3, paragraph 3; teaches that through an arrangement with the company the reseller, which is construed to be a dealer, will get a higher percentage of the sale of the product, from this it is shown that the dealer is given the product to sell and they get a percentage of the sale so in the case of the product monitors the car dealers would be given these monitors and in return they would sell them to make a percentage of the over all profit).

From this teaching of Kahan, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the offering and installing of monitors in conjunction with a warranty taught by the combination of Moore and Department of Transportation, with the selling concept of having resellers of a product which get a percentage of the over all sales taught by Kahan, for the purposes of

allowing the customer a local contact to discuss their product with as opposed to a manufacturer who could be hours or more away.

10. Claims 5-6 and 13-14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (6,370,454), in view of Chi (5,886,254).

As per claim 5, Moore teaches the above-enclosed invention, but fails to disclose the tire pressure monitors comprises one or more tire stem pressure monitors.

Chi, which talks about tire valve pressure indicating cover utilizing colors to indicate tire pressure, teaches where the tire pressure monitor is a tire stem pressure monitor (Abstract; teaches that when the tire pressure cover is locked to the air nozzle of a tire...the user may, by looking at the color exposed on the alarm bolt to determine whether the tire pressure is sufficient. Figure 4, character 8; shows the air nozzle of a tire which is construed to be the same as tire stem).

From this teaching for Chi, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the tire stem pressure indicators taught by Chi, for the purpose of giving the customer a simpler and less costly option to accomplish the same task.

As per claim 6, Moore teaches the above-enclosed invention, but fails to disclose wherein each of the one or more tire stem pressure monitors comprises color-coded indicators that visually inform a vehicle operator whether a corresponding vehicle tire is under inflated.

Chi, which talks about tire valve pressure indicating cover utilizing colors to indicate tire pressure, teaches wherein each of the one or more tire stem pressure monitors comprises color-coded indicators that visually inform a vehicle operator whether a corresponding vehicle tire is under inflated (Abstract; teaches that a tire pressure cover utilizing colors to indicate tire pressure, from this it is shown that the tire pressure device has colors to visually inform the operator the status of the pressure in the tire).

From this teaching of Chi, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the tire stem pressure indicators that visually display the pressure using different colors taught by Chi, for the purpose of giving the customer a simpler and less costly option to accomplish the same task and allowing the pressure to be visually understood in a quick easy method.

As per claim 13, Moore teaches the above-enclosed invention, but fails to disclose where the tire pressure monitors comprises one or more tire stem pressure monitors.

Chi, which talks about tire valve pressure indicating cover utilizing colors to indicate tire pressure, teaches where the tire pressure monitor is a tire stem pressure monitor (Abstract; teaches that when the tire pressure cover is locked to the air nozzle of a tire...the user may, by looking at the color exposed on the alarm bolt to determine whether the tire pressure is sufficient. Figure 4, character 8; shows the air nozzle of a tire which is construed to be the same as tire stem).

From this teaching for Chi, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the tire stem pressure indicators taught by Chi, for the purpose of giving the customer a simpler and less costly option to accomplish the same task.

As per claim 14, Moore teaches the above-enclosed invention, but fails to disclose wherein each of the one or more tire stem pressure monitors comprises color-coded indicators that visually inform a vehicle operator whether a corresponding vehicle tire is under inflated.

Chi, which talks about tire valve pressure indicating cover utilizing colors to indicate tire pressure, teaches wherein each of the one or more tire stem pressure monitors comprises color-coded indicators that visually inform a vehicle operator whether a corresponding vehicle tire is under inflated (Abstract; teaches that a tire pressure cover utilizing colors to indicate tire pressure, from this it is shown that the tire pressure device has colors to visually inform the operator the status of the pressure in the tire).

From this teaching of Chi, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the tire stem pressure indicators that visually display the pressure using different colors taught by Chi, for the purpose of giving the customer a simpler and less costly option to accomplish the same task and allowing the pressure to be visually understood in a quick easy method.

11. Claims 15, 16, 18, 19 and 22-23 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (6,370,454), in view of Business Wire: “Bell Tech.logix Rolls Out Bellcare Services Extended Warranty Plan; Warranty Plan Protects Technology Investment and Guards Against Downtime” (May 22, 2001) hereafter Business Wire.

As per claim 15, Moore discloses the above-enclosed invention, but fails to disclose wherein the tire warranty agreement includes different purchase prices relating to different coverage plans.

Business Wire, which talks about a new service plan from Bell Tech, teaches wherein the warranty agreement includes different purchase prices relating to different coverage plans (Abstract; teaches that BellCare(SM) Services is available in a variety of configurations to provide the appropriate level of technical support to new equipment purchases. Customers can choose from next business day or four-hour response time, from this it is shown that different warranty plans are possible depending on how much the customer wishes to spend).

From this teaching of Business Wire, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the warranty plans taught by Business Wire, for the purpose of giving the customer the flexibility they need to minimize their losses.

As per claim 16, Moore discloses the above-enclosed invention, but fails to disclose wherein the tire warranty agreement is offered at the time of the vehicle acquisition and/or purchase.

Business Wire, which talks about a new service plan from Bell Tech, teaches wherein the tire warranty agreement is offered at the time of the vehicle acquisition and/or purchase (Abstract; teaches that BellCare(SM) Services is available in a variety of configurations to provide the appropriate level of technical support to new equipment purchases, from this it is shown that the warranty is offered and accepted at the time of purchase of the new equipment).

From this teaching of Business Wire, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the offering of the warranty at the time of the new purchase taught by Business Wire, for the purpose of giving the customer the protection they need from moment they receive the item.

As per claim 18, Moore teaches the above-enclosed invention, but fails to teach wherein the vehicle is a new vehicle.

Business Wire, which talks about a new service plan from Bell Tech, teaches wherein the equipment is new (Abstract; teaches that BellCare(SM) Services is available in a variety of configurations to provide the appropriate level of technical support to new equipment purchases, from this it is shown that the equipment that is to be covered by a warranty is new upon purchase).

From this teaching of Business Wire, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the offering of the warranty at the time of the new purchase taught by Business Wire, for the purpose of giving they customer the protection they need from moment they receive the item and that the item be a new item to insure that their was no previous issue with the item.

As per claim 19, Moore further discloses wherein the vehicle comprises are of a bicycle, motorcycle, automobile, a motor-powered machine, and a human-powered machine (Col. 1, lines 7-11; discloses that the present invention relates to an automated data recording, display, reminder, and scheduling system for performing routine scheduled maintenance on a motorized or mechanized vehicle or equipment or a fleet of vehicles or equipment, from this it is shown that the warranty could cover any of these things).

As per claim 22, Moore discloses a system for preventing excessive tire wear due to improper inflation of automobile tires (Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can be shown that the operator will be checked to see if they complied and in return, it will insure that the warranty company honors their part of the bargain), the system comprising:

A written agreement of at least automobile tires (Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it can be seen that the tires would be under the warranty which is the written agreement), wherein the written agreement protects a purchaser of the automobile tires from tire costs related to improper performance of one or more tire pressure monitors (Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, from this it is shown that by honoring the warranty the warranty supplier would be protecting, the purchaser from the costs of monitor failure).

Moore fails to teach where the written agreement is entered into at a point of sale of the automobile tires.

Business Wire, which talks about a new service plan from Bell Tech, teaches wherein the tire warranty agreement is offered at the time of the vehicle acquisition and/or purchase (Abstract; teaches that BellCare(SM) Services is available in a variety of configurations to provide the appropriate level of technical support to new equipment purchases, from this it is shown that the warranty is offered and accepted at the time of purchase of the new equipment).

From this teaching of Business Wire, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the offering of the

warranty at the time of the new purchase taught by Business Wire, for the purpose of giving the customer the protection they need from the moment they receive the item.

As per claim 23, Moore further discloses comprising the one or more tire pressure monitors (Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it is shown that there are more than one sensor all monitoring the tire pressure of the vehicle).

12. Claims 17, and 26-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (6,370,454), in view of Business Wire, as applied to claims 16, and 23 above, and further in view of Department of Transportation.

As per claim 17, the combination of Moore and Business Wire teaches the above-enclosed invention, but fails to teach wherein one or more tire pressure monitors are installed on the vehicle prior to the acquisition and/or purchase.

Department of Transportation, which talks about evaluating existing systems for tire pressure monitoring, teaches wherein one or more tire pressure monitors are installed on the vehicle prior to the acquisition and/or purchase (Table 3.1, A-E; teach that all those systems were installed as original equipment on that vehicle, from this it is shown that they were installed by the manufacturer before purchase).

From this teaching of Department of Transportation, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in the combination of Moore and Business Wire with the installation of these monitors prior to selling the

vehicle taught by Department of Transportation, for the purpose of giving the customer a complete vehicle that is covered by a warranty the moment they purchase the vehicle.

As per claim 26, the combination of Moore and Business Wire teaches the above-enclosed invention, but fails to teach wherein the one or more tire pressure monitors are factory installed on the tires of a new automobile.

Department of Transportation, which talks about evaluating existing systems for tire pressure monitoring, teaches wherein the one or more tire pressure monitors are factory installed on the tires of a new automobile (Page 6, paragraph 1; teaches that Four WSB systems were tested as part of this research; all were fully integrated into the vehicle as original equipment on several makes of light vehicles, from this it is shown that the monitors are installed by the factory).

From this teaching of Department of Transportation, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in the combination of Moore and Business Wire with the installation of these monitors by the factory taught by Department of Transportation, for the purpose of cutting down cost and labor for installing the sensors into the vehicles.

As per claim 27, the combination of Moore and Business Wire teaches the above-enclosed invention, but fails to teach wherein each of the one or more tire pressure monitors provide an indication of tire pressure.

Department of Transportation, which talks about evaluating existing systems for tire pressure monitoring, teaches wherein each of the one or more tire pressure

monitors provide an indication of tire pressure (Page 18, Figure 3.10; teaches that there is a display that shows all active tires and indicates tire pressure).

From this teaching of Department of Transportation, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in the combination of Moore and Business Wire with the indication of tire pressure taught by Department of Transportation, for the purpose of aiding the user in monitoring the pressure of the tires actively to ensure safe driving.

As per claim 28, the combination of Moore and Business Wire teaches the above-enclosed invention, but fails to teach wherein the indication of tire pressure is displayed on a dashboard of the automobile.

Department of Transportation, which talks about evaluating existing systems for tire pressure monitoring, teaches wherein the indication of tire pressure is displayed on a dashboard of the automobile (Page 15, Figure 3.7; teaches that the indication of tire pressure is displayed on the dashboard of the automobile).

From this teaching of Department of Transportation, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in the combination of Moore and Business Wire with the indication of tire pressure on the dashboard of the automobile taught by Department of Transportation, for the purpose of aiding the user in monitoring the pressure of the tires actively to ensure safe driving.

13. Claims 24-25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (6,370,454), in view of Business Wire, as applied to claim 23 above, and further in view of Chi (5,886,254).

As per claim 24, the combination of Moore and Business Wire teaches the above-enclosed invention, but fail to teach wherein the one or more tire pressure monitors comprise a tire stem pressure monitor for each tire.

Chi, which talks about tire valve pressure indicating cover utilizing colors to indicate tire pressure, teaches where the tire pressure monitor is a tire stem pressure monitor (Abstract; teaches that when the tire pressure cover is locked to the air nozzle of a tire...the user may, by looking at the color exposed on the alarm bolt to determine whether the tire pressure is sufficient. Figure 4, character 8; shows the air nozzle of a tire which is construed to be the same as tire stem).

From this teaching for Chi, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the tire stem pressure indicators taught by Chi, for the purpose of giving the customer a simpler and less costly option to accomplish the same task.

As per claim 25, the combination of Moore and Business Wire teaches the above-enclosed invention, but fail to teach wherein each of the tire stem pressure monitors comprises color-coded indicators that visually inform the purchaser whether a corresponding vehicle tire is under inflated.

Chi, which talks about tire valve pressure indicating cover utilizing colors to indicate tire pressure, teaches wherein each of the one or more tire stem pressure monitors comprises color-coded indicators that visually inform a vehicle operator whether a corresponding vehicle tire is under inflated (Abstract; teaches that a tire pressure cover utilizing colors to indicate tire pressure, from this it is shown that the tire pressure device has colors to visually inform the operator the status of the pressure in the tire).

From this teaching of Chi, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the tire stem pressure indicators that visually display the pressure using different colors taught by Chi, for the purpose of giving the customer a simpler and less costly option to accomplish the same task and allowing the pressure to be visually understood in a quick easy method.

14. Claims 29-30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (6,370,454), in view of Debbie Garlicki: "Customers sue auto dealer, say they were misled" (November 9,1989) hereafter Garlicki.

As per claim 29, Moore discloses a method of preventing excessive tire wear due to improper inflation of automobile tires (Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can

be shown that the operator will be checked to see if they complied and in return, it will insure that the warranty company honors their part of the bargain), the method comprising:

a program for protecting the car purchaser from tire costs reacted to improper performance of one or more tire pressure monitors (Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it is shown that there are more than one sensor all monitoring the tire pressure of the vehicle. Col. 10, lines 27-32; discloses that manufacturers concerned with warranty issues will have a handy service record to ensure the operator has complied with recommended service intervals, and operators will have records which ensure a manufacturer will honor a warranty, instead of trying to cobble together a service history for a vehicle which may be widespread, from this it can be shown that the operator will be checked to see if they complied and in return, it will insure that the warranty company honors their part of the bargain).

Moore fails to disclose creating one or more forms including an agreement between a car purchaser and a warrantor. Moore also fails to disclose providing the one or more forms to one or more car dealerships in anticipation of the car dealership offering the program of the agreement to car purchasers during automobile sales.

Garlicki, which talks about customers dealing with an automobile dealer, teaches that forms are created by the manufacturer which include an agreement between a car purchaser and a warrantor (Abstract, paragraph 2; teaches that Joseph D. Balshi claimed he contacted the Illinois manufacturer of the protection package and was told

manufacturer hadn't received any warranty registration forms from Shoemaker's which is the car dealer, from this it is shown that the manufacture creates the forms and these forms act as the written warranty with out them you are not covered by the warranty of that product). Garlicki further discloses providing the one or more forms to one or more car dealerships in anticipation of the car dealership offering the program of the agreement to car purchasers during automobile sales (Abstract, paragraph 2; teaches that Joseph D. Balshi claimed he contacted the Illinois manufacturer of the protection package and was told manufacturer hadn't received any warranty registration forms from Shoemaker's which is the car dealer, from this it is shown that the manufacturer provides the dealer with these forms so that the dealer can sell the warranty product).

From this teaching of Garlicki, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the forms used to establish the warranty taught by Garlicki, for the purpose of keeping track of the warranty information for later use.

As per claim 30, Moore discloses providing to the car purchaser the one or more tire pressure monitors (Col.7, lines 5-6; discloses that suspension section 'SS' may contain sensors relating to tire pressure, from this it is shown that there are more then one sensor all monitoring the tire pressure of the vehicle).

15. Claims 31-32 are rejected under 35 U.S.C. 103(a) as being unpatentable over Moore (6,370,454), in view of Garlicki, as applied to claim 30 above, and further in view of Chi (5,886,254).

As per claim 31, the combination of Moore and Garlicki teaches the above-enclosed invention, but fails to teach wherein the one or more tire pressure monitors comprise a tire stem pressure monitor for each tire.

Chi, which talks about tire valve pressure indicating cover utilizing colors to indicate tire pressure, teaches where the tire pressure monitor is a tire stem pressure monitor (Abstract; teaches that when the tire pressure cover is locked to the air nozzle of a tire...the user may, by looking at the color exposed on the alarm bolt to determine whether the tire pressure is sufficient. Figure 4, character 8; shows the air nozzle of a tire which is construed to be the same as tire stem).

From this teaching for Chi, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the tire stem pressure indicators taught by Chi, for the purpose of giving the customer a simpler and less costly option to accomplish the same task.

As per claim 32, the combination of Moore and Garlicki teaches the above-enclosed invention, but fails to teach wherein each of the tire stem pressure monitors comprises color-coded indicators that visually inform the car purchaser whether a corresponding vehicle tire is under inflated.

Chi, which talks about tire valve pressure indicating cover utilizing colors to indicate tire pressure, teaches wherein each of the one or more tire stem pressure monitors comprises color-coded indicators that visually inform a vehicle operator whether a corresponding vehicle tire is under inflated (Abstract; teaches that a tire

pressure cover utilizing colors to indicate tire pressure, from this it is shown that the tire pressure device has colors to visually inform the operator the status of the pressure in the tire).

From this teaching of Chi, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify the tire pressure monitors used in conjunction with a warranty provided in Moore with the tire stem pressure indicators that visually display the pressure using different colors taught by Chi, for the purpose of giving the customer a simpler and less costly option to accomplish the same task and allowing the pressure to be visually understood in a quick easy method.

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Paul R. Fisher whose telephone number is (571) 270-5097. The examiner can normally be reached on Mon/Fri [7:30am/5pm] with first Fri off.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Lynda Jasmin can be reached on (571) 270-3033. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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PRF

/Lynda Jasmin/

Supervisory Patent Examiner, Art Unit 4127